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Gowanda Central School District And
Gowanda Teachers Assn

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NEGOTIATED AGREEMENT

BETWEEN

GOWANDA CENTRAL SCHOOL BOARD OF EDUCATION

AND

GOWANDA TEACHERS' ASSOCIATION

July 1, 2000 through June 30, 2005

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

JAN 09 2002

CONCILIATION

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PREAMBLE

Pursuant to the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law, Article 14.) THIS AGREEMENT, entered into this 20th day of June, 2001, by and between the GOWANDA CENTRAL SCHOOL DISTRICT (herein called the "Board") and the GOWANDA TEACHERS' ASSOCIATION, (herein called the "Association")

WITNESSETH:

WHEREAS, the parties hereto desire to provide, through this Agreement, methods for orderly collective bargaining between the Board and the Association; to secure prompt and equitable salaries and working conditions for employees in the recognized negotiating unit; and to provide the finest quality education for the students of Gowanda Central School District.

WHEREAS, this Agreement has been negotiated pursuant to the provisions of the Public Employees' Fair Employment Act, and is governed by the provisions of New York State Civil Service.

NOW THEREFORE, in consideration of the mutual covenants and the agreement herein contained, the Board and the Association, through their duly authorized representatives, agree as follows:

ARTICLE I - RECOGNITION

1.01 Definition - The Gowanda Board of Education, having determined that the Gowanda Teachers' Association is supported by a majority of the instructional staff* except the Chief Executive Officer, Building Principals, other Administrators and Per Diem Substitutes, hereby recognizes the Gowanda Teachers' Association as the exclusive negotiating agent for the instructional staff.

The Board agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement.

*Instructional staff shall mean all full time personnel and long term substitutes (employed in a position to fill a temporary vacancy in a permanent position due to a long term absence or leave; such employment would be for a duration of four (4) months or more) holding a teaching certificate issued by the State Education Department.

ARTICLE II - SCHOOL DISTRICT RIGHTS

2.01 Definition - The Board and the Association recognize that subject only to the provisions of this Agreement, the management, direction and control of the Board's business, operation, and personnel are exclusively the function of the Board.

It is the intention hereof, that all rights, powers, prerogatives and authorities are retained by the Board, except those that are specifically abridged or modified by this Agreement.

ARTICLE III - ASSOCIATION ACTIVITIES

3.01 Dues Deductions - The Board of Education of Gowanda Central School agrees to deduct from the salaries of its employees dues for the Gowanda Teachers' Association. Teacher authorization shall be in writing on a form provided by the Association, and this authority shall be continuous while employed in this school system or until withdrawn by written notice. This authorization waives all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieves the Board of Education and all its officers from any liability therefor. Said dues amount shall be verified by the Association by September 10th of each year.

All new authorizations and listings of teachers from whom dues are to be deducted, together with the total amount of the dues, shall be submitted and in the hands of the business office no later than five school days before the first deduction date, which shall be the second pay period in the month of September. Those names not submitted by that date shall not be included or added at any later date, except for teachers who are hired after September 1.

The number of pay periods involved shall be 20 consecutive periods, and commencing with the second pay period in September.

Individual payroll deductions shall be prorated according to the 20 pay periods involved, with adjustments for odd amounts to be made in the last payroll.

At the end of each month, or as soon thereafter as possible, the business office shall transmit to the Gowanda Teachers' Association, a

check payable to the Association for the total amount of that month's deductions.

3.02 Agency Fee - The Board agrees to deduct from the wages of all employees covered by this negotiating unit who are not members of the Association, an agency fee in the amount equivalent to the dues of the Association.

The above paragraph shall only be applicable if the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

The Association shall indemnify and hold harmless the School District and its officials or employees from any cause of action, claim, loss or damages incurred as a result of the deductions of any agency fee from any employee.

3.03 Association Business Days - A maximum of six (6) days in total per school year shall be granted to an Association representative for the purpose of attending to unit business. The Association President shall give at least one (1) week's written advance notice of the date of the leave, and the name of the representative to the Superintendent of Schools. The Association shall be responsible to compensate in full a substitute's salary, if one is needed, as to be determined by the

Superintendent.

Such leave shall be limited to the President of the Association, the Grievance Chairman, the Negotiating Chairman and Association Delegates to Union conferences, workshops and conventions.

The intent of this paragraph is not to allow six (6) days per person, but a total of six (6) days for unit business per school year.

Additional Association Leave Days: An additional four (4) days in total per school year may be used by the above designated union officials upon the approval of the Superintendent.

The president of the Association will be relieved of all instructional and non-instructional duties for one instructional period per day to transact Association and/or District business. This provision is subject to review in January of the final year of the contract with the intent of the parties to prepare the provision for negotiations in a successor agreement.

3.04 School Facilities - Association activities that require use of school facilities and time during the day must have prior approval from the Superintendent.

3.05 Association Meeting - The Teachers' Association will pay the expenses of a delegate to the Representative assembly and other Association meetings and a substitute's salary if one is needed.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Declaration of Purpose - WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

A. Definitions

1. A grievance is an alleged violation, misapplication or misinterpretation of the terms of this Agreement, excluding Article XII, Paragraph 12.01. Grievances filed under this definition may be resolved through binding arbitration as defined in Article IV, Stage 4.
2. The term Supervisor shall mean any department chairman, area director, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the executive officer.
3. The Chief Officer is the Superintendent of Schools.

4. Association shall mean Gowanda Teachers' Association.
5. Aggrieved Party will mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. Grievance Committee is the committee created and constituted by the Gowanda Teachers' Association.
8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure hereunder.

B Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of the law, this Agreement, policies, etc. involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, identity of the party responsible for causing the said events or conditions, if known to the aggrieved party and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1 a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.

3. If a grievance affects a group of teachers, it may be submitted by the Association directly at Stage 2 described below.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted after the hours of employment.
5. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievances.
6. Except as otherwise provided in Stages 1 a and 1 b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations and other necessary

documents shall be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
11. If any provision of this grievance procedure, or any application thereof, to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

12. The Chief Executive Officer shall be responsible for accumulating an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written agreements and briefs considered at all levels other than Stage 1 a, and all written decisions at all stages. Official minutes will be kept at board expense of all proceedings in Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee, within two days after the conclusion of hearings at Stages 2, 3 and 4, shall advise the appropriate hearing officer of any error in said minutes. Any such claim of error in the minutes shall indicate the determination made respecting such claimed error. The Official Grievance Record shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any teacher or the Board of Education to pursue the remedies here provided and shall not in any manner impair or limit the right of any teacher or the Board of Education to pursue any other remedies available in any other forms as long as they are not inconsistent with the terms of this Agreement, and provided that the choice not to use the procedure within this Agreement shall waive the right to file a grievance on the same issue or facts at any future date.

C Time Limits

1. Since it is important to good relationships that grievances

be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified by either party may be extended only by mutual consent. Time limits for filing a grievance shall not be extended to accommodate outside legal action.

2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days from the date of the alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued, and further appeal under the agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal to the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

4.02 Grievance Stages

Stage 1: Supervisor

A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest, but in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without aggrieved party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party in interest, render a decision thereon, in writing, and present it to the teacher, his representative, and the Association.

Stage 2: Chief Executive Officer

If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.

If the Grievance Committee determines that the teacher has a

meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties of interest.

The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within five (5) school days after the conclusion of the hearing.

Stage 3: Board of Education

If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.

Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Stage 4: Arbitration

After such hearing, if the teacher and/or Association are not satisfied with the decision of Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision of Stage 3.

The parties will attempt to select an arbitrator by mutual agreement. If they are unable to agree on an arbitrator within ten (10) days after notice of arbitration has been received, then a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.

The arbitration of grievances as defined in 4.01, Section 1, shall be final and binding on both parties. The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of the closing of the hearings, or, if the hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall set forth the arbitrator's opinion and conclusion on the issues submitted. The sole power of the arbitrator shall be to determine whether there has been a violation, a misapplication or misinterpretation of this Agreement, and the arbitrator shall have no power or authority to make any decisions which modify, alter, or amend any term of this Agreement or which require the commission of an act prohibited by law, or which are violative of the

terms of the Agreement.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board of Education and the Association.

ARTICLE V - TEACHER WORK LOAD, ASSIGNMENTS AND PROTECTION

5.01 Teacher Aides - Any para-professional personnel, teacher aides or teacher assistants assigned to assist teachers, shall function under the direct and immediate supervision of the classroom teacher and not replace a classroom teacher.

5.02 Calendar - The parties agree to establish a joint committee to meet and confer on the development of the [next year's] school calendar. The three teacher representatives of the committee shall be selected by the Union President. The committee shall discuss the scheduling of in-service days and the impact, if any, of the proposed calendar on the schedule for teacher payroll.

The school year shall consist of a maximum of 187 days. Any unused snow days may be added either to Easter recess or to Memorial Day recess.

The District maintains the right to increase the school year from 187 days to 190 days. The District agrees to compensate the teachers an additional 1/200th of their contract salary for each of the additional days. These days would be between September 1st and June

30th. This requirement may be waived by mutual agreement of the District and the Association. If any additional days are intended to be scheduled the District will notify the Association by January 15th of the preceding school year of its intent.

In the third year of this Agreement, the District maintains the right to increase the school year from 188 days to 190 days. The District agrees to compensate the teachers an additional 1/200th of their contract salary for each of the additional days. These days would be between September 1st and June 30th. This requirement may be waived by mutual agreement of the District and the Association. If any additional days are intended to be scheduled the District will notify the Association by January 15th of the preceding school year of its intent.

Beginning in the third year of this Agreement, newly hired members of the instructional staff will participate in two (2) days of in-service training/preparation during their first year of employment by the District as their contractual school year.

Length of workday

District school buildings will start operation between the hours of 7:15 A.M. and 9:15 A.M. Teachers will begin their workday based on the starting time of the building to which they are assigned. The length of the workday will remain consistent with the length of the workday for the 2000-2001 school year. In the event a District wide teaching position needs to be assigned, preference will be given to volunteers, followed by the appointment of the least senior teacher in the tenure area of the position involved. In the event that the

District is involved in a renovation/construction project, the referenced starting times will be reviewed annually. The Association has the right to negotiate the impact of any change to the workday or starting times.

5.03 Extra-Curricular Assignments - If a vacancy occurs in a position listed in Article VI paragraph 6.02, except A-1 (Department Heads), the District will advertise the position by posting in all faculty rooms and offices of the District school buildings for at least ten (10) days. If no appropriate volunteer applies to fill the position(s), then the District may assign an appropriate tenured staff member to the position. The appointment of the non-tenured or tenured teacher must have the recommendation of the Superintendent of Schools.

- A. All positions, Extra-curricular, including Athletics, shall be posted in the Gowanda District by April 1st.
- B. By June 20th, all assignments for positions to be filled under Paragraph 6.02 will be made and posted.
- C. Concerning Athletic/Coaching positions: In the event that a certified teacher is hired after the above dates, and volunteers to assume coaching responsibility for a position that has been assigned and the previously assigned person does not want the coaching position, such staff change may be made administratively.
- D. When necessary, administrative changes may be made after the deadline dates listed above. In the event an administrative change is going to be made and the coach has been warned, the

District will notify the Association and the Coach. If the Association requests a meeting, the District will discuss such pending action with the Association.

5.04 Department Heads - The work load for all Department Heads is six (6) assigned periods. When the opportunity for at least one member of the department to have only five (5) assigned periods exists, the opportunity will go to the Department Chairman.

5.05 Fair Dismissal - The Board of Education shall, at least thirty days (30) prior to the Board meeting at which a recommendation is to be considered that appointment on tenure is not to be granted or that their services are to be discontinued, notify said teacher of such intended recommendation and the date of the Board meeting at which it is to be considered. Such teacher may, no later than twenty-one (21) days prior to such a meeting, request in writing that he/she be furnished with a written statement giving the reasons for such recommendation, and within seven (7) days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the District Clerk no later than seven (7) days prior to the date of the Board meeting. At the Board meeting at which the recommendation is to be considered, the teacher shall request ten (10) days in advance, to have the opportunity for a hearing with the Board prior to its action on the recommendation. Such hearing is not to be a public hearing. However, the teacher will have a right to non-legal representation of the teacher's choosing and the right to

present arguments, documents, and witnesses on the teacher's behalf and to cross-examine any witnesses used to testify against them. When this procedure is followed, the Board decision is final.

5.06 Course Assignment - Each teacher will receive a notice of course, or in the case of elementary teachers, grade assignment for each new school year no later than August 1st each year except when extenuating circumstances require a change in course assignment. All course or grade changes after August 1st will be on such notice as practicable and after consultation with the teacher involved.

5.07 Open House and Evening Duties - Instructional staff employees will attend one school open house per year and will participate in three (3) evening events as determined by their respective buildings. The evening events will have a pre-set schedule that was developed and approved by the bargaining unit members in the building.

5.08 Substitute Work - Teachers on the Gowanda preferred eligibility list will be given first preference for substitute work available if they are certified and qualified in the area needed.

The District and the Association agree that one step in the emergency substitute plan will include the use of teachers to cover classes for absent colleagues. Teachers will be compensated as follows:

- A. At the K-6 level, if only one teacher is absent in a grade level, then the uncovered class will be shared among the other teachers in the grade. The teachers covering the class

will share compensation of \$120 per day.

- B. At the 7-12 level, a pool of teachers willing to give up a preparation period to cover a class will be formed. The teacher will be compensated at the rate of \$20 per class period covered.

The District will initiate this section of the Agreement during the second semester of the 2000-2001 school year, if funding is available. If funding is not available, the District will provide funds in the 2001-2002 budget and the emergency substitute plan will be in effect for the 2001-2002 school year. This plan will be evaluated at the end of the 2001-2002 school year and a determination regarding continuance will be made.

5.09 Bus Supervision:

- A. Aldrich Street School - one (1) teacher every day selected from a rotating list of available staff in addition to present personnel will supervise bus loading.
- B. Gowanda Elementary School - two (2) teachers every day selected from a rotating list of available staff in addition to one building administrator will supervise bus loading.

5.10 Voluntary/Involuntary Transfer

- A. Transfer shall be defined as the changed assignment of any teacher from building to building or between tenure areas.
- B. In the event that a teacher transfer is necessary, the position will be posted and volunteers will first be

considered.

- C. If there are no satisfactory volunteers, seniority will be considered, with the teacher with least seniority receiving first consideration.
- D. Final authority shall rest with the Superintendent who shall provide written reason(s) to the involuntary transfer teacher.

ARTICLE VI
COMPENSATION

6.01 Contract Years 07/01/2000 - 06/30/2005

The salaries and/or wages of the instructional staff, as defined in this Agreement for the 2000-2005 school years, and the rules governing the placement of such teachers on such salary schedule are set forth below. Step placement on the salary schedule may not be equivalent to years of service.

2000-2001

STEP	BS	6	12	18	24	30	36	42	48	54	60
1	27000	27192	27384	27576	27768	27960	28152	28344	28536	28728	28920
2	28000	28192	28384	28576	28768	28960	29152	29344	29536	29728	29920
3	29000	29192	29384	29576	29768	29960	30152	30344	30536	30728	30920
4	30900	31092	31284	31476	31668	31860	32052	32244	32436	32628	32820
5	32703	32895	33087	33279	33471	33663	33855	34047	34239	34431	34623
6	34562	34754	34946	35138	35330	35522	35714	35906	36098	36290	36482
7	36000	36192	36384	36576	36768	36960	37152	37344	37536	37728	37920
8	37500	37692	37884	38076	38268	38460	38652	38844	39036	39228	39420
9	38800	38992	39184	39376	39568	39760	39952	40144	40336	40528	40720
10	40600	40792	40984	41176	41368	41560	41752	41944	42136	42328	42520
11	41600	41792	41984	42176	42368	42560	42752	42944	43136	43328	43520
12	43400	43592	43784	43976	44168	44360	44552	44744	44936	45128	45320
13	45200	45392	45584	45776	45968	46160	46352	46544	46736	46928	47120
14	48800	48992	49184	49376	49568	49760	49952	50144	50336	50528	50720
15	53100	53292	53484	53676	53868	54060	54252	54444	54636	54828	55020
16						57443	57635	57827	58019	58211	58403
17											60590

In addition to the above schedule, \$650 will be allowed for teachers holding a Master's degree. One thousand three hundred dollars (\$1300) will be allowed on a longevity basis for those teachers in their 16th or more year of actual service in the Gowanda System, and an additional \$1300 in their 19th or more year of actual service in the Gowanda System, and an additional \$1300 in their 21st or more year of actual service in the Gowanda System, and an additional \$1300 in their 23rd or more year of actual service in the Gowanda School System.

2001-2002 Everyone Holds on Step

STEP	BS	6	12	18	24	30	36	42	48	54	60
1	30550	30742	30934	31126	31318	31510	31702	31894	32086	32278	32470
2	32050	32242	32434	32626	32818	33010	33202	33394	33586	33778	33970
3	33550	33742	33934	34126	34318	34510	34702	34894	35086	35278	35470
4	35050	35242	35434	35626	35818	36010	36202	36394	36586	36778	36970
5	36550	36742	36934	37126	37318	37510	37702	37894	38086	38278	38470
6	38050	38242	38434	38626	38818	39010	39202	39394	39586	39778	39970
7	39550	39742	39934	40126	40318	40510	40702	40894	41086	41278	41470
8	41550	41742	41934	42126	42318	42510	42702	42894	43086	43278	43470
9	43550	43742	43934	44126	44318	44510	44702	44894	45086	45278	45470
10	45550	45742	45934	46126	46318	46510	46702	46894	47086	47278	47470
11	47550	47742	47934	48126	48318	48510	48702	48894	49086	49278	49470
12	49550	49742	49934	50126	50318	50510	50702	50894	51086	51278	51470
13	51550	51742	51934	52126	52318	52510	52702	52894	53086	53278	53470
14	53550	53742	53934	54126	54318	54510	54702	54894	55086	55278	55470
15	55750	55942	56134	56326	56518	56710	56902	57094	57286	57478	57670
16						59700	59892	60084	60276	60468	60660
17											62850

In addition to the above schedule, \$650 will be allowed for teachers holding a Master's degree. One thousand three hundred dollars (\$1300) will be allowed on a longevity basis for those teachers in their 16th or more year of actual service in the Gowanda System, and an additional \$1300 in their 19th or more year of actual service in the Gowanda System, and an additional \$1300 in their 21st year or more year of actual service in the Gowanda System, and an additional \$1300 in their 23rd or more year of actual service in the Gowanda School System.

2002-2003 Everyone Holds on Step

STEP	BS	6	12	18	24	30	36	42	48	54	60
1	32550	32742	32934	33126	33318	33510	33702	33894	34086	34278	34470
2	34050	34242	34434	34626	34818	35010	35202	35394	35586	35778	35970
3	35550	35742	35934	36126	36318	36510	36702	36894	37086	37278	37470
4	37050	37242	37434	37626	37818	38010	38202	38394	38586	38778	38970
5	38550	38742	38934	39126	39318	39510	39702	39894	40086	40278	40470
6	40050	40242	40434	40626	40818	41010	41202	41394	41586	41778	41970
7	42000	42192	42384	42576	42768	42960	43152	43344	43536	43728	43920
8	44000	44192	44384	44576	44768	44960	45152	45344	45536	45728	45920
9	46000	46192	46384	46576	46768	46960	47152	47344	47536	47728	47920
10	48000	48192	48384	48576	48768	48960	49152	49344	49536	49728	49920
11	50000	50192	50384	50576	50768	50960	51152	51344	51536	51728	51920
12	52000	52192	52384	52576	52768	52960	53152	53344	53536	53728	53920
13	54000	54192	54384	54576	54768	54960	55152	55344	55536	55728	55920
14	56000	56192	56384	56576	56768	56960	57152	57344	57536	57728	57920
15	58150	58342	58534	58726	58918	59110	59302	59494	59686	59878	60070
16						62100	62292	62484	62676	62868	63060
17											65250

In addition to the above schedule, \$650 will be allowed for teachers holding a Master's degree. One thousand three hundred dollars (\$1300) will be allowed on a longevity basis for those teachers in their 16th or more year of actual service in the Gowanda System, and an additional \$1300 in their 19th or more year of actual service in the Gowanda System, and an additional \$1300 in their 21st or more year of actual service in the Gowanda System, and an additional \$1300 in their 23rd or more year of actual service in the Gowanda School System.

2003-2004

STEP	BS	6	12	18	24	30	36	42	48	54	60
1	32750	32942	33134	33326	33518	33710	33902	34094	34286	34478	34670
2	34250	34442	34634	34826	35018	35210	35402	35594	35786	35978	36170
3	35750	35942	36134	36326	36518	36710	36902	37094	37286	37478	37670
4	37250	37442	37634	37826	38018	38210	38402	38594	38786	38978	39170
5	38750	38942	39134	39326	39518	39710	39902	40094	40286	40478	40670
6	40250	40442	40634	40826	41018	41210	41402	41594	41786	41978	42170
7	42200	42392	42584	42776	42968	43160	43352	43544	43736	43928	44120
8	44200	44392	44584	44776	44968	45160	45352	45544	45736	45928	46120
9	46200	46392	46584	46776	46968	47160	47352	47544	47736	47928	48120
10	48200	48392	48584	48776	48968	49160	49352	49544	49736	49928	50120
11	50200	50392	50584	50776	50968	51160	51352	51544	51736	51928	52120
12	52200	52392	52584	52776	52968	53160	53352	53544	53736	53928	54120
13	54200	54392	54584	54776	54968	55160	55352	55544	55736	55928	56120
14	56500	56692	56884	57076	57268	57460	57652	57844	58036	58228	58420
15	60400	60592	60784	60976	61168	61360	61552	61744	61936	62128	62320
16						64350	64542	64734	64926	65118	65310
17											67500

In addition to the above schedule, \$650 will be allowed for teachers holding a Master's degree. One thousand three hundred dollars (\$1300) will be allowed on a longevity basis for those teachers in their 16th or more year of actual service in the Gowanda System, and an additional \$1300 in their 19th or more year of actual service in the Gowanda System, and an additional \$1300 in their 21st or more year of actual service in the Gowanda System, and an additional \$1300 in their 23rd or more year of actual service in the Gowanda School System.

2004-2005

STEP	BS	6	12	18	24	30	36	42	48	54	60
1	34000	34192	34384	34576	34768	34960	35152	35344	35536	35728	35920
2	35000	35192	35384	35576	35768	35960	36152	36344	36536	36728	36920
3	36250	36442	36634	36826	37018	37210	37402	37594	37786	37978	38170
4	37250	37442	37634	37826	38018	38210	38402	38594	38786	38978	39170
5	38750	38942	39134	39326	39518	39710	39902	40094	40286	40478	40670
6	40250	40442	40634	40826	41018	41210	41402	41594	41786	41978	42170
7	42250	42442	42634	42826	43018	43210	43402	43594	43786	43978	44170
8	44200	44392	44584	44776	44968	45160	45352	45544	45736	45928	46120
9	46250	46442	46634	46826	47018	47210	47402	47594	47786	47978	48170
10	48250	48442	48634	48826	49018	49210	49402	49594	49786	49978	50170
11	50250	50442	50634	50826	51018	51210	51402	51594	51786	51978	52170
12	52250	52442	52634	52826	53018	53210	53402	53594	53786	53978	54170
13	54250	54442	54634	54826	55018	55210	55402	55594	55786	55978	56170
14	56500	56692	56884	57076	57268	57460	57652	57844	58036	58228	58420
15	62650	62842	63034	63226	63418	63610	63802	63994	64186	64378	64570
16						66700	66892	67084	67276	67468	67660
17											69850

In addition to the above schedule, \$650 will be allowed for teachers holding a Master's degree. One thousand three hundred dollars (\$1300) will be allowed on a longevity basis for those teachers in their 16th or more year of actual service in the Gowanda System, and an additional \$1300 in their 19th or more year of actual service in the Gowanda System, and an additional \$1300 in their 21st or more year of actual service in the Gowanda System, and an additional \$1300 in their 23rd or more year of actual service in the Gowanda School System.

Provisions:

- A. All teachers to be placed on step and compensated in accordance with their credited years of experience and their level of preparation.
- B. All teachers will be paid for credit hours in blocks of six (6) college credit courses as reflected in the salary schedule above. It is understood that the Superintendent reserves the right, which shall be final, to disapprove a payment for courses which are not in an individual's field of instruction or deemed contributory to advancement in his profession. Only graduate courses will be approved except where extenuating circumstances exist. In all cases, prior approval will be mandatory before any credit is given for undergraduate work.
- C. A certified teacher lacking a B.S. degree will have their appropriate B.S. Salary steps reduced by one hundred and ninety-two dollars (\$192) for each block of six (6) college credits lacking the B.S. degree.

6.02 Compensation for Extra Assignments

The Board of Education agrees to pay salaries as follows, providing the programs are offered:

A. Salaried Position - Non-Athletic

All advisors with Appendix C section "A" service credited in Gowanda Central School who have been in the same titled position for three or more years are to be placed on the stipend schedule at the third year of service (for the 2000-2001 school year) and receive an additional \$300. Additional service step increments will be paid at the sixth year and the ninth year in the same position. Each additional service step increment will be valued at \$300. Advisors will retain their service step status in the event of a break of service and are to be placed commensurate with their level of experience upon return. A person who has three (3) or more years of existing service in Appendix C appointment and either adds an additional assignment or changes to any other appendix C assignment will be credited with 3 years of service at the new assignment. The maximum credit for service provided, prior to the 2000-01 school year, will be three (3) years.

1. <u>Department Heads</u>	<u>00-01</u>	<u>00-05</u>	<u>3 Yr.</u>	<u>6 Yr.</u>	<u>9 Yr.</u>
Physical Education (Dir.)	\$2163	2163	2463	2763	3063
English	\$2163	2163	2463	2763	3063
Industrial Arts	\$2163	2163	2463	2763	3063
Mathematics	\$2163	2163	2463	2763	3063
Athletics (Director)	\$2163	2163	2463	2763	3063

Music (Director)	\$2163	2163	2463	2763	3063
Art (Director)	\$2163	2163	2463	2763	3063
Science	\$2163	2163	2463	2763	3063
Social Studies	\$2163	2163	2463	2763	3063
Business	\$1150	1150	1450	1750	2050
Homemaking	\$1150	1150	1450	1750	2050
Foreign Language	\$1150	1150	1450	1750	2050
Reading	\$ 645	645	945	1245	1545
Libraries (Director)	\$ 645	645	945	1245	1545
Nursing (Director)	\$ 645	645	945	1245	1545
Health Coordinator	\$ 645	645	945	1245	1545

* The Board reserves the right to combine those departments having four (4) or fewer teachers under one (1) department head and pay only one (1) department head for a combined responsibility.

Department Heads of departments numbering as many as eight (8) full time members shall be paid the contract salary. Department Heads of departments numbering more than eight (8) full time members shall be paid an additional seventy-five dollars (\$75) for each member that exceeds eight (8).

2. Other Assignments 00-01 01-05 3 Yr. 6 Yr. 9 Yr.

Level 1.

Brochure Writing and Layout	\$1719	1719	2019	2319	2619
Ticket Sales Supervisor	\$1719	1719	2019	2319	2619
School Paper Advisor	\$1719	1719	2019	2319	2619
Web Writer Advisor	\$1719	1719	2019	2319	2619
Spring Musical Director	\$1719	1719	2019	2319	2619

(artistic)	\$1719	1719	2019	2319	2619
Level 2.	\$1595	1595	1895	2195	2495
Level 3.	\$1514	1514	1814	2114	2414
Level 4.					
Senior Class Advisor	\$1246	1246	1546	1846	2146
Fall Play Director	\$1246	1246	1546	1846	2146
Senior Student Cncl. Adv.	\$1246	1246	1546	1846	2146
Level 5.	\$1061	1061	1361	1661	1961
Level 6.	\$ 918	918	1218	1518	1818
Level 7.					
Junior Class Advisor	\$ 893	893	1193	1493	1793
Yearbook Business Mgr.	\$ 893	893	1193	1493	1793
Level 8.					
Junior Student Cncl. Adv.	\$ 698	698	998	1298	1598
Grade School Paper Adv.	\$ 698	698	998	1298	1598
Marching Band Director	\$ 698	698	998	1298	1598
Level 9.					
Sophomore Class Advisor	\$ 643	643	943	1243	1543
Freshman Class Advisor	\$ 643	643	943	1243	1543
Honor Society Advisor-1	\$ 643	643	943	1243	1543
N.A.Y.O. Advisor	\$ 643	643	943	1243	1543
Level 10.					
Spr. Musical Producer (HS)	\$ 541	541	841	1141	1441
Spr. Musical Producer (EL)	\$ 541	541	841	1141	1441
Seventh Grade Class Adv.	\$ 541	541	841	1141	1441
Eighth Grade Class Adv.	\$ 541	541	841	1141	1441

S.A.D.D. Advisor	\$ 541	541	841	1141	1441
Gowanda Elementary School					
Yearbook Advisor	\$ 541	541	841	1141	1441
Others:					
Photography Advisor	\$ 859	859	1159	1459	1759
Spring Musical Dir. (Music)	\$ 725	725	1025	1325	1625
Mock Trial Advisor	\$ 390	390	690	990	1290
Fall Play Producer	\$ 294	294	594	894	1194
Aldrich Elementary School					
Yearbook Advisor	\$ 294	294	594	894	1194

B. Salaried Positions-Athletics

All coaches with Appendix C section "B" service credited in Gowanda Central School who have been in the same position for three or more years are to be placed on the stipend schedule at the third year of service (for the 2000-2001 school year) and receive an additional \$500. Additional service step increments will be paid at the sixth year and the ninth year in the same sport. A movement within the same sport regardless of level is considered years of service in that sport. Coaches will retain their service step status in the event of a break of service and are to be placed commensurate with their level of experience upon return. A person who has three or more years of existing service, in an Appendix C athletic appointment, and either adds an additional assignment or changes to any other Appendix C athletic assignment will be credited with 3 years of service at this new assignment. The maximum credit for service provided, prior to the

2000-01 school year, will be three (3) years.

Coaches whose teams advance into sectional play will receive an additional stipend of \$200 per week for competition after the last County contest. County contests include season ending meets. For the Federated sports, the season is considered over after the last scheduled contest.

	<u>00-01</u>	<u>01-05</u>	<u>3 Yr.</u>	<u>6 Yr.</u>	<u>9 Yr.</u>
Level 1.					
Varsity Football	\$2938	2938	3438	3938	4438
Varsity Basketball (Boys)	\$2938	2938	3438	3938	4438
Varsity Basketball (Girls)	\$2938	2938	3438	3938	4438
Varsity Baseball	\$2938	2938	3438	3938	4438
Varsity Lacrosse	\$2938	2938	3438	3938	4438
Varsity Softball	\$2938	2938	3438	3938	4438
Varsity Wrestling	\$2938	2938	3438	3938	4438
Level 2.					
Asst. Varsity Football	\$2269	2269	2769	3269	3769
J.V. Football	\$2269	2269	2769	3269	3769
J.V. basketball (Boys)	\$2269	2269	2769	3269	3769
J.V. Basketball (Girls)	\$2269	2269	2769	3269	3769
Asst. Wrestling	\$2269	2269	2769	3269	3769
Asst. Varsity Baseball	\$2269	2269	2769	3269	3769
Varsity Track (Boys)	\$2269	2269	2769	3269	3769
Varsity Track (Girls)	\$2269	2269	2769	3269	3769
Varsity Volleyball (Girls)	\$2269	2269	2769	3269	3769
Yearbook Advisor	\$2269	2269	2769	3269	3769

Level 3.

Freshman Basketball	\$1763	1763	2263	2763	3263
Freshman Football	\$1763	1763	2263	2763	3263
J.V. Baseball	\$1763	1763	2263	2763	3263
Rifle	\$1763	1763	2263	2763	3263
Cross Country	\$1763	1763	2263	2763	3263
JV Softball	\$1763	1763	2263	2763	3263
Varsity Volleyball (Boys)	\$1763	1763	2263	2763	3263
Assistant Varsity Lacrosse	\$1763	1763	2263	2763	3263
J.V. Lacrosse	\$1763	1763	2263	2763	3263
J.V. Volleyball (Girls)	\$1763	1763	2263	2763	3263
Assistant Track	\$1763	1763	2263	2763	3263

Level 4.

Golf	\$1347	1347	1847	2347	2847
Cheerleading Adv.(Football)	\$1347	1347	1847	2347	2847
Cheerleading Adv.(Bsktball)	\$1347	1347	1847	2347	2847
Tennis (Boys)	\$1347	1347	1847	2347	2847
Tennis (Girls)	\$1347	1347	1847	2347	2847
Bowling (Co-ed)	\$1347	1347	1847	2347	2847
Jr.High Sch. Modified Ath.	\$1347	1347	1847	2347	2847
J.V. Volleyball (Boys)	\$1763	1763	2263	2763	3263

Level 5.

Majorette Advisor	\$1103	1103	1603	2103	2603
Jr. Hi School Modified Asst.	\$1103	1103	1603	2103	2603

C. Non-Salaried Positions - Index

	<u>00-01</u>	<u>01-02</u>	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>
Chaperones - dances/spectator					
buses/ticket taker	\$10.28	10.69	11.11	11.56	12.02
Intramural	\$13.50	14.04	14.60	15.18	15.79
Timers	\$12.03	12.51	13.01	13.54	14.08
Camera Operator	\$12.03	12.51	13.01	13.54	14.08

All chaperones, Intramural Teachers, Timers and Camera Operators will be paid on an hourly basis as per the above rate.

The Board and the Association are in agreement that the salaried positions and non-salaried positions for athletic and non-athletic positions pertaining to "Extra Assignments" listed in Paragraph 6.02 herein, together with the salary reflected for each respective position recited in the said Paragraph 6.02 are in accord with any and all standards pertaining to non-discrimination including, but not limited to, nondiscrimination among males and females, athletic assignments and athletic opportunities for students as may have been established by any court of law, legislature, or administrative body duly authorized to implement the same as of the date of execution of this Agreement.

6.03 Miscellaneous Compensation Items

- A. For each additional month employed beyond the school year, non-teaching professional staff members will receive an additional 1/10 of their salary based upon the salary schedule in effect at the time of this additional service.

This does not apply to summer curriculum writing, where the District may contract individually with teachers.

- B. Guidance Counselors are 11-month employees and, as such, are required to work twenty (20) days within the period between the last required teacher attendance day and the first required teacher attendance day of the following school year. For these additional days, they are to be compensated at 1/10th of their base salary. In addition, the Guidance Director will be compensated at a rate of 5% of his/her contract salary and the Appendix C Section A salaried, non-athletic tier benefit. The days worked in the summer will be determined by the building principal, giving each Guidance Counselor the option of taking ten (10) consecutive days off during their summer work session. It is understood that the work day for Guidance personnel shall be the same as for teachers.
- C. All personnel who are authorized to travel on official business in their personal vehicles will be reimbursed at a rate of twenty-five (.25) cents per mile effective July 1, 2001.
- D. First aid, CPR, and Life-Guarding courses shall be provided at District expense for teachers designated by the District to coach one (1) or more sports and/or those who teach physical education courses. The District shall select the site where instruction shall take place.

E. For each additional day that teachers choose to work beyond the school calendar year or to add time to their workday, when such time is provided by the District, they shall be paid according to the following schedule:

1. Full day instruction (i.e., Special Education summer school) 1/200th of salary
2. Part time instruction (i.e., part day summer school, kindergarten screening) \$30/hour
3. Training rate (i.e., new technology training) \$20/hour
4. Curriculum writing \$20/hour
5. Kindergarten screening will be completed by the screening team (kindergarten teachers, psychologist, and speech therapist) prior to the end of the school year, exclusive of the last five (5) student attendance days.

The teachers will schedule, prior to the end of the school year, one day for make-up screening before the school year begins.

The team will be compensated for the make up day and for time spent after their work day, at the instructional rate.

6.04 Permanent Certification

With the sincere desire to provide the students of Gowanda Central Schools with the best quality education possible, the Board of Education and the Gowanda Teachers' Association agrees:

As of September 1, 1975, professional personnel who complete five (5) years of service in the Gowanda Central School System and who do not complete all requirements for Permanent Certification as of

September 1 of their sixth year of teaching in Gowanda, may be retained on their current salary schedule step until all requirements are completed. When a professional has completed all said requirements in any given year between September 1 and August 31, he may be entitled to move up to the next step on the salary schedule, to become effective September 1 of the following year, in accordance with Board policy.

6.05 Long Term Substitutes:

Long term substitute teachers shall be paid according to their placement on the regular salary schedule. Such placement shall be governed by the substitute teacher's prior service in the Gowanda District, including prior services as a long term substitute and by the substitute teacher's graduate hours and college degrees attained. In addition, long term substitutes will be entitled to ten (10) sick days per year, pro-rated, and one (1) personal leave day per semester.

A Long Term Substitute that works the full school year shall be provided the Hospitalization and surgical benefits described in Section 9.01 of this Agreement.

6.06 Excellence in Teaching Monies

In each year of the Agreement, the District shall apply for the money made available to Section 3602 (27) of the New York State Education Law and Article 14 of the New York State Civil Service Law.

ARTICLE VII - LEAVE OF ABSENCE

7.01 Illness or Disability (Including Pregnancy)

A. Excused Periods of Absence

1. The Board shall allow each teacher employed by the District a leave of absence during such times as said teacher suffers any personal sickness or physical disability (including pregnancy,) which restricts such teacher's ability to perform required duties and/or when the performance of duties would be detrimental to the health of such teacher. Provided, however:

- a) In cases of excess absence of a staff member, the School Superintendent may require proof of sickness or disability by requiring either a written statement from the absentee's physician or a medical examination by the School Physician, as the teacher shall choose.
- b) At any time the School Superintendent has reasonable cause to believe that a teacher employed by the District is ill or disabled (including pregnancy,) to the extent that such illness or disability impairs such teacher's ability to perform duties or that a teacher who has been absent because of such illness or disability has sufficiently recovered to enable the resumption of duties without physical injury, the School Superintendent may require a written statement from such teacher's physician or a medical examination by the

School Physician, as the teacher shall choose, to determine such teacher's fitness to continue or return to duties. Such physician's statement shall not be unreasonably requested nor shall they be required of the same teacher more frequently than once in any six (6) week period.

- c) In each instance where a teacher employed by the District suffers any sickness or other disability (including pregnancy) which is reasonably expected to prevent said teacher from performing duties for a period in excess of ten consecutive days, the Superintendent of Schools may require either a written statement from the absentee's physician or a medical examination by the School Physician, as the teacher shall choose, to determine as far as possible the probable duration of the leave of absence required by such teacher.
- d) In those instances where a teacher employed by the District shall know in advance of an anticipated illness or other disability which shall require such teacher to take a leave of absence (i.e., advance notice of elective surgery, expected childbirth, etc.) such teacher shall notify the Board in writing indicating as far as possible the expected date of commencement of the sickness or disability leave of absence, and the anticipated period of duration of such leave of absence.
- e) That none of the provisions herein shall in any way

restrict the rights of the Board or Superintendent of Schools to terminate the employment of a teacher because of physical or mental disability pursuant to the provisions of the Education Law of the State of New York.

B. Compensation During Illness or Disability Leaves

The Board shall allow each teacher employed by the District, illness or disability leaves without loss of salary for twelve(12) working days in any year; and provided further, that if any such employee does not use the full amount of such sick leave allowed in any school year, the amount not used may be accumulated from year to year.

C. Sick Leave Bank

1. Each teacher will be a member of the Sick Leave Bank and shall contribute days from his/her accumulated allowance (7.01.B) as follows, for the original contribution to the sick bank in the school year 1987-88.

<u>If the Teacher has accumulated:</u>	<u>His/her contribution will be:</u>
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30 - 90 days	1 sick day
91 - 150 days	3 sick days
151 or more	5 sick days

2. The purpose of the Sick Leave Bank is to protect teachers against economic catastrophe in the event of prolonged disability and the exhaustion of personal sick leave.
A prolonged disability is an injury or illness which is a continuous absence of fifteen (15) working days for a first

year teacher, twenty (20) working days for a second year teacher, and thirty (30) working days for all other teachers.

3. Teachers meeting requirements of Section C.2 and wishing to utilize days from the Sick Leave Bank may apply for a maximum of ninety (90) days per school year in the following manner and under the following conditions:
 - a. Accumulated personal sick leave must be exhausted.
 - b. Written application to the Superintendent of Schools and the Teachers' Association.
 - c. Medical confirmation of need.
4. Judgment relative to the awarding of Sick Leave days shall be rendered by the Sick Bank Committee consisting of:
 - a. 3 members of the Teachers' Association appointed by the President of the Association, with one representative from each building;
 - b. 3 members from Administration appointed by the Superintendent of Schools.
5. Sick Leave Bank time shall start when all accumulated personal sick leave is exhausted and/or defined disability requirements of Section C.2 are met.
6. Judgments rendered by the Sick Leave Bank Committee shall not be subject to the grievance procedure. A majority of the Sick Leave Bank Committee must approve application for Benefits. Due to extreme circumstances, the Sick Leave Bank Committee may waive the continuous absence of fifteen (15) working days for 1st year teachers. A waiver may be granted

after the review of each individual case. The waiver would allow the teacher to draw from the Sick Leave Bank before the end of the fifteen (15) day period.

7. In the event that the Sick Leave Bank diminishes to fewer than 100 days during any school year, each tenured teacher shall contribute one (1) additional day from his/her personal accrual.
8. Teachers planning to retire in the year that the Bank is stocked, shall be exempt from contributing.

D. Attendance Stipend

Employees in this bargaining unit who use no family or personnel illness days during any school year will receive a savings bond in the amount of five hundred dollars (\$500). The bond will be awarded in September of the school year following the year of perfect attendance. Use of bereavement leave or personal business leave does not adversely impact the attendance stipend.

7.02 Salary Increments and Benefits Eligibility During Leaves of Absence

- A. Any Teacher absent because of sickness disability, or other leave (except sabbatical) for more than one-half (1/2) of the yearly total work days shall receive no credit for any part of that school year toward salary increments (service credit) or longevity credit.
- B. Those teachers who are on a paid leave (e.g., sick leave where sick leave accumulation is still available, sabbatical

leave, bereavement leave of three days or less) will continue to receive employee benefits (e.g. health insurance) as stipulated in the Agreement.

- C. Those teachers who are on an unpaid leave may continue to be eligible for employee benefits, but not at the expense of the District.

7.03 Leaves of Absence for Care of Children Under One Year of Age

- A. Any teacher employed by the District who is the parent, natural or adoptive, of a child under one year of age, or who reasonably anticipates the birth or adoption of such child, may apply for a leave of absence for the purpose of caring for said child, and the Board shall not refuse such leave of absence, provided:

1. Whenever possible, the leave of absence shall be requested at least thirty (30) days prior to the date on which it is to commence; and
2. The teacher requesting such leave of absence does not have a spouse residing in his or her household who is available to and capable of caring for such infant child (any spouse of such teacher who is in fact employed in a full-time position shall not be considered as available to care for such child;) and
3. The leave of absence requested will be terminated at the end of the school semester in which the leave commences or at the end of the school semester following the semester in which the leave commences; and

4. That in order to be reinstated, such teacher must notify the Board in writing at least four (4) months prior to the end of such leave of absence an intention to return at the expiration of such leave, except when the leave of absence requested is for a period of less than four (4) months, in which case the request for such leave must include a written statement of such teacher, stating an intention to return at the termination of such leave.
- B. There will be no limit as to the number of child care leaves a teacher may take for the care of children under the age of one year, provided, however, that no more than one leave of absence may be granted for the care of the same child.
- C. A teacher who has been granted a leave of absence for the care of a child under one year of age may not resume duties prior to the expiration of the granted leave of absence without the permission of the Board, which shall have absolute discretion as to granting or refusing requests for earlier reinstatement.

7.04 Bereavement Leave

The Board shall allow each teacher employed by the District four (4) days paid bereavement leave per death in a teacher's family. Such days shall be non-cumulative and not part of a teacher's sick or personal leave time. If circumstances arise, the Superintendent may grant additional days from a teacher's accumulated sick leave. Family

bereavement will be allowed because of the death of the teacher's parent(s), grandparent(s), child, grandchild, brother, sister, spouse, mother-in-law, father-in-law, brother-in-law, or sister-in-law. The definition of family shall include Domestic Partner and stepfamily members.

The District shall also allow each teacher one (1) day paid bereavement leave per occurrence to attend the funeral of the teacher's aunt, uncle, niece, nephew, or someone for whom the teacher provides custodial care.

7.05 Family Illness

The Board shall allow each teacher employed by the district leave of absence not exceeding five (5) days per year because of the illness of such teacher's spouse, child, mother, father, mother-in-law, or father-in-law, when such illness requires the teacher's presence to care for or attend to such ill relative. In cases where both husband and wife are employed, only one may be absent because of the illness of such family member. Such leave of absence for family illness shall be non-cumulative.

Such days of absence for family illness shall be with pay and charged against the teacher's available sick time provided however, that no payment may be made for days that would reduce the total used and unused sick days for the year to ten (10) or less.

7.06 Personal Leave

The Board shall grant teachers employed by the District three (3) days of personal leave without requiring said teacher to submit the reason for such personal leave. Personal leave must be granted by the Superintendent upon thirty-six (36) hours prior notice, provided conditions permit the employee to be absent from his job, and that a substitute is available. Personal leave shall not be granted for a school day immediately preceding or following a scheduled vacation or holiday, except for extenuating circumstances.

Should personal leave days not be used during the year, they may be accumulated as sick leave benefits.

7.07 Sabbatical Leave

A Sabbatical Leave for approved study and/or educational travel will be granted by the Board provided the following conditions apply:

- A. Applicant must have been an employee of the District for at least seven (7) years.
- B. Applicant must possess permanent certification.
- C. Applicant must make request for leave in writing, stating purposes and objectives of the Sabbatical no later than March 1, of any given year, to be effective the next school year.
- D. Applicant will assure the Board, in writing, that the teacher will return to the District for a minimum of two (2) years immediately following the period of study.
- E. Any teacher who resigns from the Gowanda District within two (2) school years mentioned in number 4 above shall reimburse

the District an amount of money equal to fifty percent (50%) of the salary and benefits which was received during Sabbatical Leave.

F. Any teacher who does not return to the District following a Sabbatical Leave shall reimburse the District an amount of money equal to all salary and benefits which was received during his Sabbatical Leave.

G. Upon the completion of the Sabbatical Leave, the teacher will have to submit a concise written summation to the Board of Education of the professional benefit of the Sabbatical Leave to the teacher and to the District.

Special Provisions - The Board of Education will act upon all applications which carry the endorsement of the Superintendent by May 1. Not more than two (2) professional staff members shall be granted a Sabbatical Leave in any one year. No Leave will be granted unless a recommended certified replacement is available. The approved applicant shall be granted fifty percent (50%) of the applicant's base pay for a full year's absence without restriction on grants or fellowship awards received. The year Sabbatical will be considered as a year of teaching respectively, for future salary purposes. No sick or personal leave will be received by the applicant.

Exceptions - The Board will consider exceptions to any of the above regulations if application for waiver is submitted in writing and includes reasons why the waiver should be granted.

7.08 Civil Duties

Leave shall be granted to any teacher employed in this District for the purpose of jury duty, attendance required in Court as witness by subpoena, and military physical without financial loss or sick leave deduction. If a teacher is a defendant or plaintiff in a non-school issue, this provision does not apply. Money received for such duty shall be retained by the teacher.

7.09 Unpaid Leaves

An unpaid leave of absence for a teacher may be granted by the District. An unpaid leave of absence shall be for at least one (1) semester and shall be for no more than one (1) full school year. Said leave shall be granted only if an adequate substitute is available for the duration of the leave and the application for the leave is submitted no later than April 15 of the school year prior to the leave. When an unpaid leave has been completed, the teacher shall be returned to the position which the teacher left unless it is no longer in existence. A teacher on a one (1) school year leave must notify the Superintendent by April 15, if he/she intends to return at the start of the school year. In the event that such leave is denied, written reason(s) shall be provided to the teacher by the District.

7.10 Family Medical Leave Act

Notwithstanding the foregoing, leave provisions specified in this section shall be at a minimum compliant with the Family Medical Leave Act of 1993. Election of application for leave benefits is at the

discretion of the applicant. No provision of this section of the Agreement shall diminish any benefit as stipulated in the Family Medical Leave Act.

ARTICLE VIII - CONFERENCES

8.01 Educational Conference

A teacher in attendance at an educational conference approved by the Board of Education will receive the teacher's full salary and the substitute will be paid by the Board of Education.

The teacher will keep a detailed account of the expenses at the conference. The Board of Education will pay all of the approved expenses.

Within one week of the conference, the teacher will prepare a written report of the conference that will accompany the request for reimbursement of expenses to the Superintendent of Schools.

8.02 Superintendent's Day

A date or dates each school year may be set aside for the purpose of school-wide educational conferences and/or professional growth programs. They will be planned by the Superintendent.

8.03 Visitation Days

In an attempt to foster teacher program development, teachers may be permitted to engage in visitation days with pay. Each visitation day will be used for the sole purpose of visiting another school

district as an observer. Teachers desiring a visitation day are to submit their request to the Superintendent at least five (5) school days prior to the visitation day. Those teachers engaged in a visitation day will submit to the Superintendent a written commentary and evaluation of their visit.

ARTICLE IX - HOSPITALIZATION AND DISABILITY

9.01 Hospitalization and Surgical Plans

Gowanda Central School District shall have group membership in Independent Health Gold and Community Blue II, Original or Advantage, with a \$5.00 co-pay Prescription Drug Program.

The District reserves the right to change health insurance companies, provided the coverage is comparable to Independent Health Gold. Any proposed changes in the health insurance coverage will be reviewed by a committee of the Teachers' Association.

The School District's share shall be 100% of the premium rates in effect on July 1, 2000. Any and all premium rate increases in effect on or after January 1, 2001, shall be paid by the teacher via payroll deductions. The School District will then assume 100% of the premium rates again, effective July 1, 2001. Premium rate increases on or after January 1, 2002, will be paid by the teacher via payroll deductions; the School District will then assume 100% of the premium rates again, effective July 1, 2002. Premium rate increases on or after January 1, 2003 will be paid by the teacher via payroll deductions; the School District will then assume 100% of the premium rates again, effective

July 1, 2003. Premium rate increases on or after January 1, 2004 will be paid by the teacher via payroll deductions; the School District will then assume 100% of the premium rates again, effective July 1, 2004. Premium rate increases on or after January 1, 2005 will be paid by the teacher via payroll deductions; the School District will then assume 100% of the premium rates again, effective July 1, 2005.

Retiring teachers, after July 1, 1982, shall be allowed to continue, at their option, to make their required premium payments at the group rates under the current plan of health insurance coverage. It will be the teacher's responsibility to notify the District at least two (2) months prior to becoming age sixty-five (65) or going on Medicare. Payment must be made to "The Gowanda Central School District," the fifteenth (15th) of the month, to be effective for the first (1st) of the month. Changes in marital status, child coverage, and address change must be reported to the District.

A teacher may choose Blue Cross/Blue Shield Traditional Coverage, Class 4 and 6, Select-91 plan, with \$50 deductible major Medical Rider to \$1,000,000 and riders 8 (Dependent coverage to age 23), 9 (Ambulance), 21 (Psychiatric care), 22 (Ambulatory care), and \$5 co-pay Prescription Drug Program (no contraceptives) or what is then being offered by the Erie 2 Chautauqua, Cattaraugus BOCES Co-operative Medical Group.

The District shall only be required to pay the premium as set forth in 9.01 for the Independent Health coverage; the employee would be responsible for the difference and any increased premiums of the Independent Health Plan as set forth in 9.01.

The District will establish a fund, not to exceed \$6,000 each year for those teachers deemed qualified by a committee to require continued coverage under BC/BS. Only people enrolled in BC/BS as of 09/01/96 may apply. The Association shall notify the Business Office of those approved by the committee by 10/15 of each year. The Committee shall consist of six (6) teachers, with all three buildings being represented, appointed by the GTA president. The membership of the committee shall be known only to the president and members thereof. Application for monies from the fund must be made to the GTA president by October 1 of the school year. The committee will meet between October 1 and October 10 to consider all applications and will notify applicants and the Business Office of those approved for funds and of the division of monies October 15th.

Only those current instructional staff employees who are enrolled in the Blue Cross/Blue Shield Traditional Plan's supplemental fund (cited earlier in this section) as of July 1, 2000 may continue to participate in the fund. Should these employees separate service from the District or elect to change to another insurance program provided by the District, their access to the fund ceases. The fund will cease to exist upon its membership being reduced to zero.

Beginning in the second year of this agreement, the District will offer additional health insurance options. The District will provide the additional choices while maintaining the current rate of contribution described earlier in this section. Employees in this unit who are eligible to participate in the District's health insurance program may elect to change their health insurance option on an annual

basis during the open enrollment period.

Financial savings experienced when an employee elects an alternative offering will be divided equally between the District and the employee. The employee's portion of the savings will be placed in an IRC 105(h) account for the employee's use, and administered by the third party administrator that provides the Flexible Spending Account administration. The 105(h) plan will have an accrual maximum of \$2,500. The plan year for the 105(h) shall be the 12 month period following the annual open enrollment period of the health insurance options.

In the second year of the agreement, the benchmark for determining any savings will be the Independent Health Encompass A Plan (formerly known as the Gold Plan) with a \$5 co-pay prescription card benefit. In the third, fourth, and fifth years of the agreement, the benchmark will be the Independent Health Encompass A Plan with a \$7 co-pay prescription card benefit.

If any health insurance benefits offered under this agreement become unavailable, the District and the Union will create a committee to explore mutually agreeable options. The District, at a minimum, will continue to contribute at the level described in the above paragraph. Any additional health insurance offering must be mutually agreed to by the District and the Union.

The District will provide one family plan or two single plans to those District employees who are married to instructional staff unit members.

9.02 Disability Compensation Insurance

All teachers are covered by Workmen's Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the teacher should immediately notify the building principal so the proper forms may be executed by school authorities and the attending physician.

Whenever a regularly employed teacher is absent from his employment and unable to perform his duties as a result of personal injuries caused by accident or an assault occurring in the course of his employment as a teacher or in an authorized extra-curricular activity, he shall be paid his full salary during his absence from his employment up to a period of one (1) year, by the School District.

The amount of any weekly workmen's compensation award for temporary disability due to said injury shall be paid to the Board in full by the employee, and no part of such absence shall be charged to his annual or accumulated sick leave. Said person may be subject to examination by a school physician or a physician of the Board's choice.

ARTICLE X - RETIREMENT

10.01 Retirement Award

The philosophy considered by the joint Board-Teacher Committee determining the method of granting a retirement award to teachers retiring from the Gowanda Central School System is as follows:

- A. The number of years a teacher remains a productive and satisfactory teacher within the system should be considered.

(See Article XI, Section 11.05)

- B. Teachers who have used their sick leave benefits only for legitimate reasons and have not abused or misused this benefit to the detriment of their pupils should be given consideration.
- C. Teachers who have had a relatively short term of employment, but who have been very satisfactory; or teachers who have lost all their sick days because of emergency reasons occurring in the year or years just previous to retirement, but have given satisfactory service, should not be penalized. Therefore, a teacher retirement award adopted by the Gowanda Central School System will be determined in the following way:

1. Teachers will receive \$100.00 per year for each year of satisfactory service within the Gowanda System.
 - a. Teachers who served in districts that have since become part of the Gowanda System shall have their years within those systems count toward this award.
 - b. A system of determining "satisfactory" service will be set up by the Superintendent of Schools and the building Principals. Teachers within the System will be notified at least once a year by the Superintendent of Schools and advised whether their year is satisfactory for purposes of this award.
 - c. All teachers presently employed will be considered satisfactory for all their years of service up to

and including 1971-72. The satisfactory evaluation shall begin with the 1972-73 school year.

2. Upon retirement, teachers will receive an amount equal to $\frac{1}{3}$ of their unused sick days times the daily rate of the starting bachelor's schedule for up to 200 sick days.

Teachers accruing 201 or more sick days will receive an amount equal to one-half ($\frac{1}{2}$) of 200 days times the daily rate of the starting bachelor's schedule.

3. Teachers will receive a proficiency increment of \$1,000.00 or a percentage thereof, which percentage will be the same as the teachers' percentage of satisfactory years of service compared with the total years of service determined in Section A.

EXAMPLE: If 15 of a total of 20 years were considered satisfactory, the $\frac{3}{4}$ of the \$1,000.00 would be awarded.

To be eligible for this award, teachers must be eligible for retirement benefits according to the criteria of the New York State Teachers' Retirement System and be indeed retiring and not just leaving the Gowanda System.

Teachers planning to retire must notify the Superintendent in writing by November 1 of the year prior to their retirement. (e.g. retirement date July 1, 2001, notification date November 1, 2000). Failure to notify the Superintendent will result in the delay of the retirement award until as soon as practicable in the next fiscal year.

The time sequence between notification and retirement date may be waived through mutual agreement between the Superintendent and the president of the Association. Extenuating circumstances which may permit the waiver shall include but not be limited to: disability retirement, death in the family, catastrophic illness, change in marital status, or catastrophic financial reversal. Individuals who submit letters of notification to the Superintendent will be assured that the retirement letters will be held in abeyance until April 1, after which the letters will be accepted by the Board of Education.

Awards shall be granted subject to all conditions herein by the Board of Education upon recommendation of the Superintendent. This action by the Board of Education shall be considered final.

A teacher who has met the above specifications and will receive a retirement award may choose to have the retirement award placed into a trust and agency account on the teacher's retirement date to be used to purchase Health Insurance as provided in Section 9.01 of this Agreement, as long as the money lasts. The District shall have the option to maintain a separate account for each retired member or may co-mingle all the retired members into one (1) account. Such account will bear interest at the prevailing rate. In the event of a co-mingled account the District shall pro-rate the interest attributable to each member, and such computation shall be final and binding.

Upon the death of the retired member, the remaining amount of the teacher's account shall be paid to the duly appointed representatives of the member's estate.

ARTICLE XI - GENERAL

11.01 Personnel File

Each teacher has the right, upon request and reasonable notice, to review their personnel file, with the exception of confidential recommendations used to secure a position. Each teacher shall have the right to be accompanied by a representative of the teacher's selection and shall have the right to reproduce information within the file except as noted above, but the file or its contents shall not be removed from the office and shall be reviewed under the supervision of an administrator.

The Superintendent of Schools' file shall be the only official file maintained by the District.

No material derogatory to a teacher's conduct, service, character, or personality will be placed in the file unless the teacher has had an opportunity to review the material. The teacher may acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

11.02 Credit Union/NYSUT Benefit Trust

A. Credit Union

Employees covered by this bargaining unit may submit the appropriate written authorization for payroll deductions in

the amount stipulated, to be transmitted in the names of the respective employees to the Hamburg Central Federal Credit Union.

Authorization forms shall be provided by the Association. Payroll deductions shall continue unless rescinded in writing by the employee.

In the event the administrative procedures and/or processing for this program become an undue hardship upon the District, negotiations will begin between the District and the Association to relieve the problem.

B. NYSUT Benefit Trust

Employees may submit the proper written authorization for payroll deductions in the amounts stipulated, to be transmitted in the names of respective employees to NYSUT Benefit Trust.

11.03 No Strike Provision

The Association and its members agree and affirm that it does not have, and will not assert, the right to strike against Gowanda Central School District, to assist or participate in a strike, withhold services, engage in any form of slowdown, or to impose an obligation to conduct, assist, or participate in such a strike.

11.04 Printed Agreement

Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.

11.05 Teacher Evaluation

The performance of all teachers shall be evaluated in writing by the building principal as follows:

- A. Probationary teachers shall be evaluated not less than twice per school year based, in part, on at least two (2) classroom observations.

For teachers beginning their probationary year in September, the evaluations should be completed and forwarded to the Superintendent each semester by December 5 and April 1

For those teachers whose probationary year begins midyear, the completed evaluations will be submitted by April 1 and November 15

For teachers beginning at any other time of the year the schedule should be adjusted so that the Superintendent receives the year-end evaluation two and one-half (2-1/2) working months before the end of the probationary year.

Teachers of special education will be evaluated also by the Director of Special Education, following the same schedule.

The year-end evaluation must include the principal's recommendation as whether to continue employment or not.

- B. Each teacher shall be evaluated formally not less than once every two (2) years with a written evaluation based on classroom observation.
- C. Itinerant teachers will be evaluated by the building principal following the schedules in 1 and 2 for those

semesters in which the teacher is assigned to the building.

- D. After the evaluation is prepared by the principal and before it is presented to the teachers, it will be reviewed by the Superintendent. The Superintendent will sign the evaluation to indicate that he is in agreement with the fairness and accuracy of the evaluation.
- E. A copy of the evaluation shall be shown to the teacher for information and review. The teacher shall, after and upon completion of joint review, sign the evaluation and shall have the prerogative of signifying if the teacher agrees or does not agree with the evaluation. The principal shall keep at least one copy on file in the building for future reference by the teacher and/or administration during the tenure of a teacher in that building; the other copy shall be forwarded to the Superintendent's office. The remaining copy shall be given to the teacher.

11.06 Flexible Benefit Plan

Internal Revenue Code of 1986, hereinafter referred to as the 125 Plan shall be established by the District to be effective upon acceptance of the plan document by the District.

- A. Teachers may utilize the plan in accordance with the IRS rules for:
 - 1. Accident and health plans including medical insurance, medical reimbursement, disability insurance, etc.
 - 2. Group Term Life Insurance

3. Dependent Care Assistant.

- B. The plan year for the 125 plan shall be the 12 month period following the annual open enrollment period of the health insurance options found in article 9.
- C. The District shall assume the start up cost.
- D. The District shall pay the monthly administrative fees.
- E. The District keeps unexpended monies which remain in the Plan at the end of the Plan year.
- F. The District shall select the third party administrator.

11.07 Distance Learning Program

Effective July 1, 1996, a Distance Learning Program will be provided by the District. The implementation of this program shall not result in the reduction of any bargaining unit member from full-time to part-time, nor a reduction of the number of full time equivalent positions in the bargaining unit.

No teacher will be assigned Distance Learning classes unless trained. Teacher Distance Learning training shall be strictly voluntary. Distance Learning teacher assignments will only be made after consultation with the teacher.

There shall be no additional compensation of teachers of Distance Learning classes. It is to be treated in the same manner as teacher assignments agreed to in other sections of this Agreement.

Teachers of Distance Learning classes shall not receive any additional preparation periods for their participation in the Distance Learning program. The Distance Learning program shall not adversely

impact the preparation time or workload of any bargaining unit members who are not involved in the Distance Learning program.

To the degree possible, receiving and transmitting classes shall be limited to 15 students per class.

The school district receiving the transmitted lesson shall assume full responsibility for the supervision of the students in the receiving schools. Teachers of the Distance Learning classes shall not be held accountable for the failure of discipline at the remote site. The District shall provide supervision as necessary for the maintenance of discipline when the classroom is used as a receiving site.

Evaluation of teachers in the Distance Learning program shall be in accordance with the current contract.

There will be a committee consisting of two (2) members appointed by the president of the Association and two (2) members appointed by the Superintendent. This committee shall make recommendations to the District and the Association on areas that may need to be addressed for the successful continuation of the Distance Learning Program.

ARTICLE XII - TERM OF THE AGREEMENT

12.01 Full Agreement

This Agreement shall continue full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. If the Board adopts a change in policy which affects wages, hours or terms and conditions of employment, as provided by the Taylor Law, which is not

covered by the Terms of this Agreement, the Board will notify the Association in writing that it has made such a change, and the Association will have the right to negotiate such item with the Board, provided that it files such a request with the Board within ten (10) calendar days after receipt of said notice.

WHEREAS, "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

12.02 Individual Agreement

Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

12.03 Savings Clause

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other

provisions or applications shall continue in full force and effect.

12.04 Agreement Supersedes

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

12.05 Negotiations

Requests for negotiations to a successor Agreement shall be made by either party directly to the other party in writing by February 1 of the year in which this Agreement expires. Such requests will be made to the Superintendent with a copy being sent to the President of the Board. In case of requests to the Association, such request shall be made to the President of the Association.

12.06 Duration of Agreement

This Agreement shall become effective beginning July 1, 2000 and remain in force and effect until the 30th day of June, 2005.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, each by its duly authorized official or representatives, the day and year first above written.

GOWANDA CENTRAL SCHOOL DISTRICT
SUPERINTENDENT

By Wm. C. Burg

Dated: July 20, 2001

GOWANDA TEACHERS' ASSOCIATION
PRESIDENT

By Amy S. Cassidy

Dated: July 20, 2001